

**IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY**

MELINDA MYERS, BARBARA  
STANERSON, and JOHN EIVINS,  
on Behalf of Themselves and Others  
Similarly Situated,

Plaintiffs,

vs.

IOWA BOARD OF REGENTS,

Defendant.

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CLASS ACTION PETITION

**I. INTRODUCTION**

Plaintiffs are employees who provide healthcare at the University of Iowa Hospitals and Clinics (“UIHC”).<sup>1</sup> Plaintiffs and the other health care providers at UIHC are paid a salary on a monthly basis. In addition to their base salary, the health care professionals earned “adjustments” for working extra hours, working night or overnight shifts, working weekends, or working overtime beyond their scheduled hours. However, UIHC maintains a policy and practice of not paying these adjustments in the pay period when they are earned or within twelve days thereafter as required by Iowa law. Instead, these health care workers are routinely not paid their wage “adjustments” until one or two months after the period in which they were earned.

Pursuant to the Iowa Wage Payment and Collection Law (“IWPCCL”), an employer is required to pay all wages earned within twelve days, excluding Sundays and legal holidays, “after the end of the period in which the wages were earned.” Iowa Code Chapter 91A.3(1). UIHC, however, routinely fails to pay the health care workers their

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<sup>1</sup> The pay practices referenced in this lawsuit are applicable to a bargaining unit working at the UIHC that consists primarily of staff nurses but also includes other job titles such as physical therapists, lab technicians, occupational therapists, and physician’s assistants.

wage “adjustments” in a timely manner pursuant to Iowa Code Chapter 91A.3(1).

Plaintiffs, therefore, file this Class Action Petition on behalf of themselves and all others similarly situated, against the Iowa Board of Regents, for failure to pay wages in a timely manner in violation of the IWPCCL.

## **II. JURISDICTION AND VENUE**

1. This court has jurisdiction pursuant to the IWPCCL, Iowa Code Chapter 91A.

2. This Petition is not based upon federal law or any federal question. No claim for relief is made under federal law.

3. Pursuant to Iowa Code § 617.3 venue is proper in Johnson County because the Plaintiffs have performed their work for Defendant in Johnson County.

## **III. PARTIES**

4. Plaintiff Melinda Myers is a resident of Linn County, Iowa. Myers is currently employed as a staff nurse at UIHC.

5. Plaintiff Barbara Stanerson is a resident of Johnson County, Iowa. Stanerson is currently employed as a physical therapist at UIHC.

6. Plaintiff John Eivins is a resident of Iowa County, Iowa. Eivins is currently employed as a staff nurse at UIHC.

7. Plaintiffs, within the past two years, have been employees of University of Iowa Hospitals and Clinics within the definition of “employee” in Iowa Code § 91A.2.

8. Defendant Iowa Board of Regents is a government or governmental subdivision or agency which operates a hospital and clinics at the University of Iowa (“UIHC”).

9. UIHC is an “employer” within the definition of Iowa Code § 91A.2.

#### **IV. BACKGROUND**

10. Plaintiffs and those similarly situated have worked as health care providers at UIHC at several locations in eastern Iowa.

11. Defendant pays these health care workers a monthly base salary as well as certain additional wages called “adjustments.”

12. The UIHC health care providers in this case earn wage adjustments for things such as hours worked beyond a scheduled shift, working the night shift, working overnight, working during a weekend, and shifts that are beyond their regular schedule. They also are entitled to overtime pay (time and a half) when the health care provider works more than 240 hours in a six-week period.

13. Defendant pays these health care workers on the first of each month for the work performed the prior month. The health care workers receive a monthly base salary of one-twelfth of the of their annual base salary.

14. Defendant, however, has a policy for the payment of “adjustments” which results in the wage “adjustments” not being paid to the workers until much later.

15. For example, on May 6, 2019, Plaintiff Melinda Myers, a staff nurse, worked an additional three hours beyond her regularly scheduled shift at the direction of Defendant. In addition to her regular pay, Myers earned and was owed an additional \$17.48 premium per extra hour.

16. The pay period for the work performed by Myers in May ended on May 31, 2019.

17. Pursuant to Defendant's schedule for "adjustments," however, Myers did not receive her "adjustment" of an additional \$17.48 per extra hour for the work performed on May 6, 2019, until August 1, 2019, 87 days after she worked those extra hours and 62 days after the May pay period in which she earned the "adjustment."

18. Thus, Defendant failed to pay Myers' "adjustment" within twelve days, not including Sundays and legal holidays, after the pay period in which it was earned in violation of the IWPCCL.

19. As another example, Plaintiff Stanerson, a physical therapist, worked an extra shift on December 21, 2018, and earned wages of approximately \$425.41 for working the extra eight-hour shift. The pay period for work performed in December 2018 ended on December 31, 2018. Stanerson, however, was not paid her "adjustment wage" until February 1, 2019, which was 42 days after she worked the extra shift and 32 days after the December 2018 pay period ended.

20. Thus, Defendant failed to pay Stanerson's "adjustment" within twelve days, not including Sundays and legal holidays, after the pay period in which it was earned in violation of the IWPCCL.

21. Defendant has engaged in the practice described in the preceding paragraph willfully and intentionally, and for all putative class members in this case.

## **V. CLASS ACTION ALLEGATIONS**

22. Plaintiffs bring this lawsuit as a class action pursuant to Iowa Rule of Civil Procedure 1.261 on behalf of the Class identified below.

23. The Class consists of all former, current and future health care providers who have worked at UIHC within the past two years of the date of filing of this Petition,

and who were subject to the policy described above of not being paid their earned wage adjustments within twelve days of the pay period in which it was earned.

24. Plaintiffs, as employees who have not been paid in a timely manner consistent with Iowa Code § 91A.3, are representative of an ascertainable class that is comprised of employees working on behalf of Defendant in Iowa.

25. Upon information and belief, the membership of the Class likely includes more than 2,000 individuals, the exact number of past and current such class members being known to Defendant.

26. The Class is so numerous that joinder of all members is impracticable.

27. There are questions of law and facts common to each member of the Class. Such common questions include, but are not limited to: Whether Defendant's standard practice and timing of payments for overtime, extra time, shift premiums or other adjustments violates the IWPCCL, § 91A.3.

28. Plaintiffs' claims are typical of the claims of absent members of the Class.

29. Plaintiffs' claims also fairly encompass the claims of absent members of the Class. Moreover, Plaintiffs and absent members of the Class are similarly situated and have been harmed by the Defendant's pay policies which are universally applied to all nursing staff.

30. It is further appropriate to proceed with this action on behalf of the Class members because:

a. A joint and common interest exists among members of the Class who have all suffered from untimely payment of their wages;

b. The prosecution of actions by individual members of the Class would be impractical and, furthermore, create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendant;

c. As a practical matter, adjudications with respect to the individual members of the Class would be dispositive of the interests of other members not parties to the adjudications, and/or would substantially impair or impede their ability to protect their interests;

d. The Defendant, by enacting pay policies generally applicable to all of its nursing staff, has on grounds generally applicable to the Class, rendering class judgment appropriate to the Class as a whole; and

e. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this action.

31. Plaintiffs have retained lawyers who are experienced litigators with substantial experience litigating wage and hour matters on a class-wide basis. The lawyers have agreed to advance the costs of the out-of-pocket expenses of this litigation and have the ability to do so.

## **COUNT I**

### **VIOLATION OF IWPCCL, § 91A.2, § 91A.3**

32. Plaintiffs incorporate by reference paragraphs 1 through 31 of this Class Action Petition as if fully set forth herein.

33. By failing to make payment of wages earned as described in these paragraphs in a timely manner, Defendant has violated Iowa Code § 91A.3.

34. Defendant's violation of the IWPCCL is intentional, and therefore Defendant is liable to Plaintiffs for liquidated damages as described in Iowa Code § 91A.2.

### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs pray that this Court enter the following relief:

1. An order permitting this litigation to proceed as a class action pursuant to Iowa Rule of Civil Procedure 1.262;
2. An order of judgment in favor of Plaintiffs and others similarly situated awarding them liquidated damages for the untimely payment of wages;
3. An award of attorney's fees, costs, and interest;
4. Injunctive and declaratory relief requiring Defendant to comply with the IWPCCL and cease its illegal practices;
5. Any other relief to which Plaintiffs and the Class members may be entitled.

/s/ Nathan Willems

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